

Message Text

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SUBJ: EXTENSION AND MODIFICATION OF AGREEMENT ON
TORPEDO TEST RANGE

REF: OTTAWA 4025

1. FOLLOWING IS FULL TEXT OF CANADIAN DRAFT FOR AGREEMENT
ON TORPEDO TEST RANGE:

QUOTE:

SIR, I HAVE THE HONOUR TO REFER TO THE EXCHANGE OF NOTES
BETWEEN OUR TWO GOVERNMENTS OF MAY 12, 1965, CONSTITUTING
AN AGREEMENT FOR THE ESTABLISHMENT, OPERATION AND MAIN-
TENANCE OF A TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA.
RECENTLY THERE HAVE BEEN DISCUSSIONS IN THE PERMANENT
JOINT BOARD ON DEFENCE REGARDING THE RENEWAL OF THAT
AGREEMENT AND THE INCLUSION OF A PROVISION IN IT FOR
INSTALLING AND UTILIZING AN ADVANCED UNDERWATER ACOUSTIC
MEASUREMENT SYSTEM.

THE 1965 EXCHANGE OF NOTES PROVIDES THAT THE
AGREEMENT WILL CONTINUE IN FORCE AFTER THE INITIAL TEN
YEAR PERIOD UNTIL TERMINATED BY EITHER PARTY IN AC-
CORDANCE WITH ITS PROVISIONS. HOWEVER, IN VIEW OF
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THE DESIRE OF THE UNITED STATES TO UPDATE EXISTING

RANGE OPERATING EQUIPMENT AND TO INSTALL AN ADVANCED UNDERWATER ACOUSTIC MEASUREMENT SYSTEM AT JERVIS INLET, IT WOULD SEEM APPROPRIATE AT THIS TIME FORMALLY TO RENEW THE AGREEMENT WHILE MAKING THE NECESSARY AMENDMENTS TO THE ANNEX.

TO ACCOMPLISH THESE OBJECTIVES I HAVE THE HONOUR TO PROPOSE THAT OUR TWO GOVERNMENTS AGREE TO THE CONTINUED OPERATION AND MAINTENANCE OF THE TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA AND, AT THE SAME TIME, AUTHORIZE THE INSTALLATION AND UTILIZATION OF AN ADVANCED UNDERWATER ACOUSTIC MEASUREMENT SYSTEM AT JERVIS INLET UNDER THE CONDITIONS SET FORTH IN THE ANNEX TO THIS NOTE. IT IS UNDERSTOOD THAT THE UNDERTAKINGS BY EITHER GOVERNMENT WITH REGARD TO THIS MATTER SHALL BE SUBJECT TO THE AVAILABILITY OF FUNDS.

IF THE CONDITIONS SET FORTH IN THIS NOTE AND ITS ANNEX ARE ACCEPTABLE TO YOUR GOVERNMENT, I HAVE THE HONOUR TO PROPOSE THAT THIS NOTE AND YOUR REPLY TO THAT EFFECT SHALL CONSTITUTE AN AGREEMENT BETWEEN OUR TWO GOVERNMENTS WHICH SHALL ENTER INTO FORCE ON THE DATE OF YOUR REPLY FOR A PERIOD OF TEN YEARS AND SHALL CONTINUE IN FORCE THEREAFTER UNTIL TERMINATED EITHER BY MUTUAL AGREEMENT OR AS HEREINAFTER PROVIDED.

FOLLOWING THE TEN YEAR PERIOD, IF EITHER GOVERNMENT CONCLUDES THAT THE RANGE, OR ANY INSTALLATIONS WHICH ARE A PART OF IT, ARE NO LONGER REQUIRED, AND THE OTHER GOVERNMENT DOES NOT AGREE, THE QUESTION OF CONTINUING NEED SHALL BE REFERRED TO THE PERMANENT JOINT BOARD ON DEFENCE. IN CONSIDERING THE QUESTION OF NEED, THE BOARD WILL TAKE INTO ACCOUNT THE RELATIONSHIP OF THE RANGE TO ANY OTHER SIMILAR INSTALLATION ESTABLISHED IN THE MUTUAL DEFENCE INTERESTS OF THE TWO COUNTRIES. FOLLOWING CONSIDERATION BY THE PERMANENT JOINT BOARD ON DEFENCE, EITHER GOVERNMENT MAY DECIDE THAT ANY INSTALLATIONS WHICH ARE A PART OF THE RANGE SHOULD BE CLOSED OR THAT THE AGREEMENT SHOULD BE TERMINATED. FOLLOWING TWELVE MONTHS' WRITTEN NOTICE OF SUCH A DECISION BEING UNCLASSIFIED

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GIVEN TO THE OTHER GOVERNMENT, THE INSTALLATIONS SHALL BE CLOSED OR THE AGREEMENT TERMINATED, AS THE CASE MAY BE. THE ARRANGEMENTS SET FORTH IN PARAGRAPH 6 OF THE ANNEX REGARDING OWNERSHIP AND DISPOSITION OF PROPERTY SHALL APPLY.

ACCEPT, SIR, THE RENEWED ASSURANCE OF MY HIGHEST CONSIDERATION.

ANNEX

CONDITIONS FOR THE OPERATION AND MAINTENANCE OF THE
TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA AND JERVIS
INLET

IN THIS ANNEX, UNLESS THE CONTEXT OTHERWISE REQUIRES,
"UNITED STATES" MEANS THE GOVERNMENT OF THE UNITED STATES;
"CANADA" MEANS THE GOVERNMENT OF CANADA; AND "FACILITY"
MEANS THE TORPEDO TESTING RANGE IN THE STRAIT OF GEORGIA
AND JERVIS INLET INCLUDING NECESSARY SUPPORTING EQUIP-
MENT AND WATER CRAFT AS PROVIDED HEREIN OR AS MAY BE
ADDITIONALLY AGREED BETWEEN THE UNITED STATES NAVY AND
THE CANADIAN ARMED FORCES.

1. CANADIAN FORCES STATION.

THE FACILITY SHALL BE A CANADIAN FORCES STATION, AND
THE CANADIAN ARMED FORCES SHALL BE RESPONSIBLE FOR ADMINIS-
TRATION, SECURITY AND OPERATIONAL CONTROL.

2. SHARING OF THE FACILITY

AVAILABLE OPERATING TIME OF THE FACILITY SHALL BE
ALLOTTED EQUALLY BETWEEN CANADA AND THE UNITED STATES
UNLESS OTHERWISE AGREED BY THE UNITED STATES NAVY AND
THE CANADIAN ARMED FORCES. EITHER GOVERNMENT MAY MAKE
ARRANGEMENTS FOR THE OTHER DEPARTMENTS OF THEIR RESPECTIVE
GOVERNMENTS, OR CIVILIAN CONTRACTORS WORKING IN THE
INTERESTS OF THAT GOVERNMENT OR A FRIENDLY FOREIGN COUNTRY
TO USE SUCH OPERATING TIME ALLOTTED TO IT, SUBJECT TO
DETAILED ARRANGEMENTS TO BE MADE BETWEEN THE UNITED
STATES NAVY AND THE CANADIAN ARMED FORCES.

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3. CONSTRUCTION, EQUIPPING AND COST-SHARING

THE UNITED STATES SHALL BE RESPONSIBLE FOR THE
SUPPLY, INSTALLATION AND MAINTENANCE OF THE TECHNICAL
EQUIPMENT REQUIRED FOR THE OPERATION OF THE FACILITY,
FOR FURNISHING TECHNICAL TRAINING NECESSARY FOR THE
OPERATION OF THIS EQUIPMENT, AND FOR PROVISION OF SUCH
RANGE CRAFT (INCLUDING CREW) AS MAY BE AGREED BETWEEN
THE UNITED STATES NAVY AND THE CANADIAN ARMED FORCES,
AND FOR THE COSTS THEREOF. THE UNITED STATES AND CANADA
SHALL BE JOINTLY RESPONSIBLE FOR MANNING AND OPERATING
THE TECHNICAL EQUIPMENT. CANADA SHALL BE RESPONSIBLE
FOR PROVIDING OTHER SHORE-BASED PERSONNEL REQUIRED TO
OPERATE THE FACILITY AND FOR THE

CONSTRUCTION AND MAINTENANCE OF THE NECESSARY FIXED FACILITIES INCLUDING BUILDINGS, ROADS, JETTIES, POWER AND WATER SUPPLIES, AND FOR PROVISION OF A TARGET VESSEL AND SUCH OTHER WATER CRAFT (INCLUDING CREW) AS MAY BE AGREED, AND FOR THE COSTS THEREOF. EXCEPT AS PROVIDED ABOVE, THE UNITED STATES SHALL HAVE THE RIGHT TO USE THE FACILITY WITHOUT CHARGE.

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4. EXPLOSIVES

NO EXPLOSIVES LARGER THAN SCARE CHARGES SHALL BE USED.

5. RADIO INSTALLATIONS

ARRANGEMENTS RESPECTING SUCH TECHNICAL RADIO COMMUNICATIONS MATTERS AS FREQUENCIES, TYPES OF EMISSION AND POWER, AS WELL AS THE LOCATION OF ANTENNA MASTS AND THE QUESTION OF THEIR MARKING AND LIGHTING, SHALL BE COORDINATED WITH THE DEPARTMENT OF COMMUNICATIONS AND THE MINISTRY OF TRANSPORT RESPECTIVELY THROUGH THE DEPARTMENT OF NATIONAL DEFENCE AND SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF COMMUNICATIONS AND THE MINISTRY OF TRANSPORT AS APPROPRIATE.

6. OWNERSHIP AND DISPOSAL OF REMOVABLE PROPERTY

(A) OWNERSHIP OF ALL REMOVABLE PROPERTY BROUGHT INTO OR PURCHASED IN CANADA BY THE UNITED STATES OR ITS CONTRACTOR AND PLACED ON THE FACILITY, INCLUDING

READILY DEMOUNTABLE STRUCTURE, SHALL REMAIN IN THE UNITED STATES. SUBJECT TO SUB-PARAGRAPH 6(B), THE UNITED STATES SHALL HAVE THE UNRESTRICTED RIGHT OF THE MOVING OR DISPOSING OF SUCH PROPERTY, PROVIDED THAT THE REMOVAL OR DISPOSITION SHALL NOT IMPAIR THE OPERATION OF ANY INSTALLATIONS WHOSE DISCONTINUANCE HAS NOT BEEN DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF UNCLASSIFIED

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THIS AGREEMENT, AND PROVIDED FURTHER THAT REMOVAL OR DISPOSITION TAKES PLACE WITHIN A REASONABLE TIME AFTER THE DATE ON WHICH THE OPERATION OF THE INSTALLATION HAS BEEN DISCONTINUED.

(B) THE DISPOSAL IN CANADA OF UNITED STATES PROPERTY IMPORTED INTO OR PURCHASED IN CANADA BY THE UNITED STATES OR ITS CONTRACTOR FOR THIS FACILITY AND DECLARED SURPLUS TO UNITED STATES DEFENSE NEEDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE EXCHANGE OF NOTES OF AUGUST 28 AND SEPTEMBER 1, 1961.

7. IMMIGRATION AND CUSTOMS REGULATIONS

(A) EXCEPT AS OTHERWISE PROVIDED, THE DIRECT ENTRY OF UNITED STATES PERSONNEL FROM OUTSIDE CANADA SHALL BE IN ACCORDANCE WITH CANADIAN CUSTOMS AND IMMIGRATION PROCEDURES WHICH WILL BE ADMINISTERED BY LOCAL CANADIAN OFFICIALS DESIGNATED BY CANADA.

(B) CANADA SHALL TAKE THE NECESSARY STEPS TO FACILITATE THE ADMISSION INTO THE TERRITORIES OF CANADA OF SUCH UNITED STATES CITIZENS AS MAY BE EMPLOYED IN THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE FACILITY, IT BEING UNDERSTOOD THAT THE UNITED STATES WILL BEAR ALL THE COSTS OF REPATRIATING ANY SUCH PERSONS FOUND OBJECTIONABLE BY CANADA WITHOUT ANY EXPENSE TO CANADA.

8. TAXES

CANADA SHALL GRANT REMISSION OF CUSTOMS DUTIES AND FEDERAL SALES AND EXCISE TAXES ON GOODS IMPORTED, AND OF FEDERAL SALES AND EXCISE TAXES ON GOODS PURCHASED IN CANADA, WHICH ARE OR ARE TO BECOME THE PROPERTY OF THE UNITED STATES AND ARE TO BE USED IN THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE FACILITY. CANADA SHALL ALSO GRANT REFUND BY WAY OF DRAWBACK OF THE CUSTOMS DUTY PAID ON GOODS IMPORTED BY CANADIAN MANUFACTURERS AND USED IN THE MANUFACTURE OR PRODUCTION OF GOODS PURCHASED BY OR ON BEHALF OF THE UNITED STATES IN CONNECTION WITH THE ESTABLISHMENT, MAIN-

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TENANCE OR OPERATION OF THE FACILITY.

9. STATUS OF FORCES

THE AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY REGARDING THE STATUS OF THEIR FORCES, SIGNED AT LONDON ON JUNE 19, 1951, SHALL APPLY.

10. SUPPLEMENTARY AGREEMENTS AND ADMINISTRATIVE ARRANGEMENTS

SUPPLEMENTARY AGREEMENTS AND ADMINISTRATIVE ARRANGEMENTS BETWEEN THE UNITED STATES NAVY AND THE CANADIAN ARMED FORCES MAY BE MADE FROM TIME TO TIME IN FURTHER IMPLEMENTATION OF, AND IN CONFORMITY WITH, THE PROVISIONS OF THIS AGREEMENT.

DRAFT NOTE

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS TO THE
U.S. AMBASSADOR - OTTAWA

EXCELLENCY,

I HAVE THE HONOUR TO REFER TO YOUR NOTE NO. OF , 1975, TOGETHER WITH ITS ANNEX, IN WHICH YOU PROPOSE A RENEWAL OF THE AGREEMENT OF MAY 12, 1965, BETWEEN OUR TWO GOVERNMENTS CONCERNING THE TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA, THE BROADENING OF THE AGREEMENT TO INCLUDE THE FACILITIES TO BE INSTALLED IN JERVIS INLET AND CERTAIN MINOR AMENDMENTS TO THE ANNEX.

I AM PLEASED TO INFORM YOU THAT THE PROPOSALS CONTAINED IN YOUR NOTE AND THE CONDITIONS SET FORTH IN THE ANNEX THERETO ARE ACCEPTABLE TO THE GOVERNMENT OF CANADA. I CAN THEREFORE CONFIRM THAT YOUR NOTE AND THIS REPLY, WHICH IS EQUALLY AUTHENTIC IN ENGLISH AND FRENCH, SHALL CONSTITUTE AN AGREEMENT BETWEEN OUR TWO GOVERNMENTS ON THIS MATTER WHICH WILL ENTER INTO FORCE ON THE DATE OF THIS REPLY.

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ACCEPT, EXCELLENCY, THE RENEWED ASSURANCES OF MY
HIGHEST CONSIDERATION.

SECRETARY OF STATE FOR
EXTERNAL AFFAIRS

END QUOTE.

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